

## **EXHIBIT A**

*Transcript Excerpts - June 10, 2022 Hearing*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

TALen ENERGY SUPPLY, LLC and ) CASE NO. 22-90054  
TALen TECHNOLOGY VENTURES, )  
LLC, ) Houston, Texas  
Debtor. ) Friday, June 10, 2022  
9:30 a.m. to 11:34 a.m.  
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MOTION FOR RELIEF FROM STAY  
BEFORE THE HONORABLE MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

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For North Western Corporation: H. JOSEPH ACOSTA, ESQ.  
JAY JACKSON, ESQ.  
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Court Reporter/Deputy: A. BANDA

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24 Transcript produced by transcription service.  
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1 Jay Jackson?

2 THE COURT: Mr. Jackson, good morning and I can  
3 hear you fine.

4 MR. JACKSON: If I can address this from North  
5 Western's point of view, perhaps that'll help.

6 THE COURT: Sure.

7 MR. JACKSON: A couple of years ago there was an  
8 effort to sell one of the Pacific Northwest owner's  
9 interest, it was Puget Sound Energy's interest in the units  
10 -- in unit 3. Talen also participated in that effort to  
11 purchase Puget Sound Energy's interest.

12 Puget Sound Energy, as I understand it, presented  
13 the contract and the proposal to their regulator in the  
14 State of Washington and the regulator effectively put the  
15 kibosh on it. As a result, the contract was abandoned and  
16 the sale was abandoned as well.

17 As it relates to abandoning the facility, the  
18 reason that that's difficult, as I understand the system  
19 works, is that North Western and Talen want to continue to  
20 operate it. It costs a lot of money on an annual basis to  
21 operate. Each of the owners participate in paying for the  
22 budget, to continue to operate it, maintain it, and keep it  
23 operating at a public utility practice level.

24 It would not work for the Pacific Northwest owners  
25 to abandon their interests because it would leave North

1 Western and Talen with the obligation to continue to fund  
2 it. We would then look back to the Pacific Northwest owners  
3 to continue to have them contribute.

4 And so the options, at least from our perspective  
5 is, if there's a way to sell -- right now it does not appear  
6 that that seems feasible and so the Pacific Northwest owners  
7 have proceeded to act in a way that they want to close the  
8 facility and comply with the State of Washington's  
9 regulations and statute.

10 THE COURT: So the Talen side wants to leave it  
11 open and to charge the people who want to keep it -- who  
12 want to close it for keeping it open?

13 MR. JACKSON: Unless the facility were closed  
14 pursuant to an action permitted under the ownership and  
15 operation agreement as interpreted by the arbitration  
16 proceeding. They would continue to have an obligation to  
17 fund the annual operation of units 3 and 4.

18 THE COURT: Is the facility sellable?

19 MR. JACKSON: That's an interesting question and I  
20 must say, Your Honor, I don't know the answer to that. It's  
21 -- I guess maybe the best way to put it is it's sellable to  
22 a party other than one of the current owners, which would be  
23 in this case would either be North Western and Talen. Is it  
24 sellable to somebody else, I do not know?

25 THE COURT: Does anyone know here? Because I --

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CERTIFICATION

I certify that the foregoing is a correct transcript from  
the electronic sound recording of the proceedings in the  
above-entitled matter.  
matter.

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SHEILA ORMS

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Date: June 14, 2022